**RIDER 9**

**TO PURCHASE AND SALE AGREEMENT**

[Radon Disclosure]

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| **DISCLAIMER: This Rider is not a final or complete instrument, and includes several options which may be included or deleted, and should not be executed in their present form. The HBAA and its local chapters do not assume any liability for damages arising from the use of this document and any exhibits and attachments thereto and give no opinion that any of the terms and conditions in this document or any exhibits and attachments should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated between the parties based upon the respective interests, objectives, and bargaining positions of all interested parties. Seek specific legal advice from your lawyer.** |

The terms of this Rider (the “Rider”) are hereby incorporated into and made a part of the Purchase and Sale Agreement (the “Agreement”) dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Buyer”). Defined terms as used herein shall have such meaning as may be ascribed to such terms in the Agreement. To the extent of any inconsistency in the terms and conditions of this Rider and the terms and conditions of the Agreement, the terms and conditions of this Rider shall control. Seller and Buyer further agree as follows:

The Alabama Department of Public Health and the United States Environmental Protection Agency have detected elevated levels of naturally occurring radon gas in certain residential structures throughout Alabama. These agencies have expressed concern that prolonged exposure to high levels of radon gas may result in adverse effects on human health. The Seller has made no investigation to determine whether there is radon or other environmental pollutants affecting the Property. The Seller has made no analysis or verification of the extent of the environmental health hazard, if any, which may affect the Property. Seller makes no representation or warranty as to the presence or lack of radon or hazardous environmental conditions or as to the effect of radon on any such condition on the Property. Buyer acknowledges that Seller has made no representations or warranties, expressed or implied concerning the presence or absence of radon or other environmental pollutants within the property or the soils beneath or adjacent to the property prior to, on or after closing. Buyer, for himself, his successors and assigns, hereby releases the Seller from any and all liability and claims with respect to radon gas. The provisions of this paragraph shall survive the closing.

The parties hereto have initialed below evidencing and agreeing that this Rider is a part of the Agreement described above.

**SELLER:**

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**BUYER:**

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